

BROWN, WOOD, IVEY, MITCHELL & PETTY

ONE LIBERTY PLAZA, NEW YORK, N.Y. 10006

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* ADMITTED IN FLORIDA ONLY

SAN FRANCISCO OFFICE

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0-3081020

No. 1000

Date 10/31/80

Fee \$20.00

ICC Washington, D.C.

RECORDATION NO. 9285-F
NOV 3 1980 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

October 31, 1980 NOV 3 1980 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

Interstate Commerce Commission
12th and Constitution N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Dee
Room 2303

Dear Gentlewoman:

It is hereby respectfully requested that the following documents be recorded pursuant to the provisions of 49 USC § 11303:

1) First Amendment dated as of August 1, 1980 to Conditional Sale Agreement dated as of March 1, 1978:

Assignee of Vendor -
The Citizens and Southern National Bank of
South Carolina
P.O. Box 1449
Greenville, South Carolina 29602.

Vendee (Purchaser) -
Princeton Bank and Trust Company
76 Nassau Street
Princeton, New Jersey 08504

Prior recordation information:
Conditional Sale Agreement recorded pursuant to § 20(c) of the Interstate Commerce Act on March 16, 1978 at 1:05 p.m. under Recordation No. 9285.

Handwritten signature: C. Owen [unclear]

Interstate Commerce Commission
Page Two
October 31, 1980

2) Confirmatory Lease Termination Agreement and Bill
of Sale dated as of April 1, 1980:

Lessor -

Princeton Bank and Trust Company
76 Nassau Street
Princeton, New Jersey 08504

Lessee -

Pickens Railroad Company
402 Cedar Rock Street
Pickens, South Carolina 29671

Co-Lessee -

National Railway Utilization Corporation
1100 Centre Square East
1500 Market Street
Philadelphia, Pa. 19102

Prior Recordation Information:

Lease, dated as of March 1, 1978, recorded pursuant
to the provisions of § 20(c) of the Interstate Com-
merce Act on March 16, 1978 at 1:05 p.m. under
Recordation No. 9285 B

General Description of the Equipment:

50 boxcars, type XM (50' - 6", 70 ton), bearing
Pickens Railroad Company Road Numbers NSL 102331
to NSL 102380 (both inclusive). The lease of
such equipment is being terminated and the Con-
ditional Sale Agreement modified as provided in the
enclosed documents.

5 copies each of such documents are being included. Would
you kindly stamp all 5 copies as to the recordation. 2 copies
are for your files and 3 copies should be returned to the under-
signed at the above address.

We are special counsel to Princeton Bank and Trust Company
and have prepared the enclosed documents. We are making this
request for recordation on behalf of the bank.

Very truly yours,


Henry W. Trumble III

RECORDATION NO. *9585-D* Filed 1425

NOV 3 1980 -9 50 AM

INTERSTATE COMMERCE COMMISSION

First Amendment

Dated as of August 1, 1980

To

Conditional Sale Agreement

Dated as of March 1, 1978

between

Princeton Bank and Trust Company

and

National Railway Utilization
Corporation
(Golden Tye Division)

The Citizens and Southern
National Bank of South
Carolina, Assignee and
Agent

First Amendment (this "First Amendment"), dated as of August 1, 1980, between The Citizens and Southern National Bank of South Carolina, as agent ("Assignee"), and Princeton Bank and Trust Company (the "Vendee"), to Conditional Sale Agreement (the "CSA"), dated as of March 1, 1978, between National Railway Utilization Corporation (Golden Tye Division) (the "Builder") and Vendee.

W I T N E S S E T H :

Builder and Vendee entered into the CSA which (i) provided for the assemblage and construction of the Equipment (as that term and all other capitalized terms used herein, other than those defined herein, are intended to have the respective meanings ascribed to them in the CSA) and the sale of the Equipment to Vendee and (ii) was filed pursuant to former Section 20(c) of the Interstate Commerce Act (the "Act") on March 16, 1978 at 1:05 P.M. under Recordation Number 9285. The rights of the Builder under the CSA were assigned to Assignee by means of an Agreement and Assignment (the "Assignment"), dated as of March 1, 1978, between the Builder and Assignee, as agent, which was filed pursuant to Section 20(c) of the Act on March 16, 1978 at 1:05 P.M. under Recordation Number 9285 A.

The Conditional Sale Indebtedness created under and pursuant to the CSA is to be paid only out of the "income and proceeds from the Equipment" including, without limitation, rental payments under the Lease. However, pursuant to a Termination Agreement, dated as of April 1, 1980, among Lessee, Co-Lessee, Assignee as agent for Jefferson Standard Life Insurance Company (the "Investor"), and consented to by Vendee, the Lease has been terminated. The parties hereto wish to amend the CSA to, among other things, reflect that, contemporaneously herewith, Vendee, as lessor, and Illinois Central Gulf Railroad Company (the "New Lessee"), as lessee, are entering into a lease (the "New Lease"), dated as of the date hereof and in the form of Annex C hereto, of up to 49 units of Equipment.

The original Conditional Sale Indebtedness was in the original amount of \$1,239,525.00 of which \$1,152,172.50 is currently outstanding.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendee and Assignee, as agent, hereby agree as follows:

1. From and after the date hereof, references in the CSA to (a) "Lessee" shall be deemed to mean Illinois Central Gulf Railroad Company (b) the "Lease" shall be deemed to mean the New Lease, (c) the "Lease Assignment" shall be deemed to mean the Assignment of Lease and Agreement in the form of Annex D hereto, (d) the "Consent" shall be deemed to mean the Consent and Agreement in the form attached to Annex D hereto and (e) "Co-Lessee" shall be deemed to be deleted.

2. Schedule I to the CSA is hereby deleted and Schedule I hereto is hereby incorporated into the CSA in replacement thereof.

3. Annex B to the CSA is hereby deleted and Annex B attached hereto is hereby incorporated into the CSA in replacement thereof.

4. The Assignee and the Investor hereby waive any and all defaults and events of default under the CSA which may have occurred on or before the date hereof; provided, however, that this covenant runs only to the benefit of Vendee.

5. Paragraph 4 of Article 4 of the CSA is hereby amended to read in its entirety as follows:

"The portion of the Purchase Price payable pursuant to subparagraph (b) of the preceding paragraph (herein called the Conditional Sale Indebtedness) shall be payable on each March 31, June 30, September 30 and December 31, commencing March 31, 1981, to and including December 31, 1995 (or if any such date is not a business day, on the next succeeding business day), each such date being hereinafter called a Payment Date. The parties have agreed that interest on the unpaid balance of the Conditional Sale Indebtedness has been waived from the last date on which interest has been paid on the Conditional Sale Indebtedness to January 1, 1981. The unpaid balance of the Conditional Sale Indebtedness from time to time outstanding shall bear interest from January 1, 1981 at the rate of 10.5% per annum. Such interest shall be payable, to the extent accrued, on each Payment Date. The installments of principal payable on each Payment Date shall be calculated so that the amount and allocation of principal and interest payable on each Payment Date shall be in proportion to the amount and allocation of principal and interest on such Payment Date set forth in Schedule I hereto. The Vendee will furnish to the Vendor promptly after January 1, 1981, a schedule, in such number of counterparts as shall

be requested by the Vendor, showing the respective amounts of principal and interest payable on each Payment Date. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and holidays and any other day on which banking institutions in New York, New York, are authorized or obligated to remain closed."

6. A new Article 24 is hereby added to the CSA after Article 23, as follows:

"ARTICLE 24. The Vendor (in this Article 24 called the Agent) will accept payments made to it by or for the account of the Vendee pursuant to this Conditional Sale Agreement, the Lease and the Lease Assignment, on account of the principal of and interest on the Conditional Sale Indebtedness and will apply such payments promptly first, to the payment of interest then due and payable to the Investor on the Conditional Sale Indebtedness, second, to the payment of the installments of Conditional Sale Indebtedness then due and payable, and third, but only so long as no event of default under this Conditional Sale Agreement shall have occurred and be continuing, the balance, if any, to the Vendee.

"The Agent will accept all sums paid to it pursuant to Article 7 of this Conditional Sale Agreement and Section 7 of the Lease with respect to any Casualty Occurrence (as therein defined) and will apply that portion of such sums as specified in Section 7 of this Conditional Sale Agreement promptly to the pro rata prepayment of each of the respective remaining installments of the aggregate Conditional Sale Indebtedness, without premium, together with accrued interest thereon to the date of such prepayment, and so long as no event of default under this Conditional Sale Agreement shall have occurred and be continuing, any balance of such sums remaining after such prepayment shall be paid to the Vendee. Promptly thereafter, the Agent and the Vendee will, respectively, furnish to the Investor revised schedules of payments showing the reduction in the installments of the aggregate Conditional Sale Indebtedness remaining unpaid and the interest payable thereon.

"If a Declaration of Default shall be in effect under this Conditional Sale Agreement, then, anything herein to

the contrary notwithstanding, all moneys held by or thereafter coming into the possession of the Agent under the Lease and the Lease Assignment applicable to the payment or prepayment of the Conditional Sale Indebtedness or interest thereon (including without limitation, the net proceeds of any repossession and sale or lease of any unit of the Equipment after deduction of all expenses, including reasonable counsel fees, incurred by the Agent in connection with the Lease and this Conditional Sale Agreement and the Assignment which shall not theretofore have been reimbursed to the Agent by the Vendee pursuant to this Conditional Sale Agreement) shall be distributed immediately by the Agent as follows: first, to the Investor for payment in full of the aggregate Conditional Sale Indebtedness remaining unpaid, together with interest thereon, and to pay any claim of the Investor for reimbursement or indemnification under this Conditional Sale Agreement; and second, the balance, if any, to the Vendee.

"All payments to be made by the Agent hereunder shall (subject to timely receipt by the Agent of available funds) be made by check mailed to the Investor and to the Vendee on the date such payment is due or, upon written request of any party, by bank wire of immediately available funds to such party at such address as may be specified to the Agent in writing.

"So long as, to the actual knowledge of the Agent, no event of default under this Conditional Sale Agreement shall have occurred and be continuing, the Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights or taking or refraining from taking any action which may be vested in it, of which it may be entitled to assert or take, hereunder or under the Lease, except as otherwise specifically provided herein. The Agent shall not incur any liability hereunder or otherwise in acting upon any notice, certificate or other paper or instrument believed by it to be genuine and signed by the proper party or parties, or with respect to anything which it may do or refrain from doing in the exercise of its best judgment, or which may seem to it to be necessary or desirable in the premises, except liability resulting from its own willful misconduct or gross negligence; provided, however, that in case the Agent shall have actual knowledge

of the occurrence of an event of default under this Conditional Sale Agreement it shall promptly notify the Investor, the Vendee and the Lessee, thereof and shall take such action and assert such rights under this Conditional Sale Agreement as shall be agreed upon by the Investor. In case the Agent is required to take action hereunder, it shall be indemnified by the Investor against any liability or expense, including reasonable counsel fees, in connection with taking such action or asserting such rights on behalf of the Investor.

"The Agent may consult with legal counsel of its own choice, which may be counsel for Lessee, and shall not be under any liability for any action taken or suffered in good faith by it in accordance with the opinion of such counsel.

"The Agent will promptly mail or deliver one counterpart or copy of all notices, statements, documents or schedules, received by it from the Vendee or the Lessee pursuant to this Conditional Sale Agreement, the Assignment, the Lease or the Lease Assignment, to the Investor, and to the Vendee.

"All notices, instructions, directions and approvals to be delivered hereunder to the Agent by the Investor or the Vendee shall be in writing signed by an officer, assistant officer, manager or assistant manager of such party, and the Agent may rely on any notice, instruction, direction or approval so signed.

"The Agent does not make any representation or assume any responsibility with respect to (i) the validity of this Conditional Sale Agreement, the Lease, the Assignment, the Lease Assignment, the Consent, or any certificate of interest (except with respect to its own execution thereof) or any of the matters covered thereby or (ii) the value of or the title to the Equipment.

"In the event of any dispute with respect to the delivery or ownership or right to possession of funds or documents at any time held by the Agent hereunder, or with respect to title to, or possession or use of, any unit of the Equipment, the Agent is hereby authorized and directed


to retain, without liability to anyone, all or any of such funds or documents and title to such unit of the Equipment until such dispute shall have been settled either by agreement of the Investor and the Vendee or by final order, decree or judgment of a court of competent jurisdiction.

"The Agent shall be entitled to terminate its duties and responsibilities hereunder by giving written notice to the Investor and to the Vendee, that it desires to terminate such duties and responsibilities on a date (at least 30 days subsequent to the giving of such notice) stated in said notice, the Agent shall be entitled to appoint a successor to act hereunder (which successor shall be a bank or trust company having capital and surplus aggregating at least \$50,000,000) and to assign to such successor, subject to the provisions of this Conditional Sale Agreement, all such right, title and interest of the Agent. Upon such assignment by the Agent to a person or institution designated by the Investor or, in the absence of such designation, to a successor appointed by the Agent; the Agent shall thereupon be relieved of all duties and responsibilities hereunder."

7. This First Amendment is expressly made supplemental to and a part of the CSA and the term "Conditional Sale Agreement" shall be deemed to mean the CSA as supplemented and amended by this First Amendment. Except as hereby expressly amended and supplemented, the CSA is in all respects ratified and confirmed and all the terms and conditions and provisions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed and their respective corporate seals to be hereunto affixed and attested by their respective duly authorized officers.

PRINCETON BANK AND TRUST COMPANY

By 
~~VICE PRESIDENT~~
Robert L. Glover
Assistant Treasurer

ATTEST:

Lynne Constantine
Secretary

[Corporate Seal]

ATTEST:

John D. Walker
Trust Officer

THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA, as Agent

By

Michael D. Symant
Vice President and Senior Trust Officer

STATE OF NEW JERSEY)
 : SS.:
COUNTY OF MERCER)

On this 15th day of September, 1980, before me personally appeared Agnes Cristance, to me personally known, who, being by me duly sworn, says that she is Secretary of PRINCETON BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Notarial Seal)

Linda Macaluso Lombardo
Notary Public
Linda Macaluso Lombardo
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 26, 1981

My Commission expires:

STATE OF SOUTH CAROLINA)
 : ss.:
COUNTY OF Greenville)

On this 23rd day of September, 1980, before me personally appeared Wade H. Bryant, to me personally known, who, being by me duly sworn, says that he is Vice President and Senior Trust Officer of THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beth L. Fogle
Notary Public

(Notarial Seal)

My Commission expires: 5/15/88

The undersigned, JEFFERSON STANDARD LIFE INSURANCE COMPANY, the principal of the Agent referred to and defined in the foregoing First Amendment, hereby consents to the execution and delivery of the foregoing First Amendment and agrees to be bound by the terms and provisions thereof.

JEFFERSON STANDARD LIFE INSURANCE
COMPANY

[Corporate Seal]

BY William M. Stephens
Title: Vice President

Attest:

By W. J. Cal
Title: Assistant Sec.

STATE OF NORTH CAROLINA)
COUNTY OF GUILFORD) : ss:

On this 19th day of September, 1980, before me personally appeared William M. Stephens, to me personally known, who, being by me duly sworn, says that he is Vice Pres. of JEFFERSON STANDARD LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Liane Brooks
Notary Public

[Notarial Seal]

My Commission expires: 7-8-81

SCHEDULE I
Allocation Schedule of Each
\$1,000,000 of Conditional
Sale Indebtedness

<u>Payment Number</u>	<u>Date</u>	<u>Principal Balance (Before Payment)</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Total Payment</u>
1	3/31/81	\$1,000,000.00	\$26,250.00	\$ 7,030.78	\$33,280.78
2	6/30/81	992,969.22	26,065.44	7,215.34	33,280.78
3	9/30/81	985,753.88	26,876.04	7,404.74	33,280.78
4	12/31/81	978,349.14	25,681.66	7,599.12	33,280.78
5	3/31/82	970,750.02	25,482.19	7,798.59	33,280.78
6	6/30/82	962,951.43	25,277.48	8,003.30	33,280.78
7	9/30/82	954,948.13	25,067.39	8,213.39	33,280.78
8	12/31/82	946,734.74	24,851.79	8,428.99	33,280.78
9	3/31/83	938,305.75	24,630.53	8,650.25	33,280.78
10	6/30/83	929,655.50	24,403.46	8,877.32	33,280.78
11	9/30/83	920,778.18	24,170.43	9,110.35	33,280.78
12	12/31/83	911,667.83	23,931.28	9,349.50	33,280.78
13	3/31/84	902,318.33	23,685.86	9,594.92	33,280.78
14	6/30/84	892,723.41	23,433.99	9,846.79	33,280.78
15	9/30/84	882,876.62	23,175.51	10,105.27	33,280.78
16	12/31/84	872,771.35	22,910.25	10,370.53	33,280.78
17	3/31/85	862,400.82	22,638.02	10,642.76	33,280.78
18	6/30/85	851,758.06	22,358.65	10,922.13	33,280.78
19	9/30/85	840,835.93	22,071.94	11,208.84	33,280.78
20	12/31/85	829,627.09	21,777.71	11,503.07	33,280.78
21	3/31/86	818,124.02	21,475.76	11,805.02	33,280.78
22	6/30/86	806,319.00	21,165.87	12,114.91	33,280.78
23	9/30/86	794,204.09	20,847.86	12,432.92	33,280.78
24	12/31/86	781,771.17	20,521.49	12,759.29	33,280.78
25	3/31/87	769,011.88	20,186.56	13,094.22	33,280.78
26	6/30/87	755,917.66	19,842.84	13,437.94	33,280.78
27	9/30/87	742,479.72	19,490.09	13,790.69	33,280.78
28	12/31/87	728,689.03	19,128.09	14,152.69	33,280.78
29	3/31/88	714,536.34	18,756.58	14,524.20	33,280.78
30	6/30/88	700,012.14	18,375.32	14,905.46	33,280.78
31	9/30/88	685,106.68	17,984.05	15,296.73	33,280.78
32	12/31/88	669,809.95	17,582.51	15,698.27	33,280.78
33	3/31/89	654,111.68	17,170.43	16,110.35	33,280.78
34	6/30/89	638,001.33	16,747.53	16,533.25	33,280.78
35	9/30/89	621,468.08	16,313.54	16,967.24	33,280.78
36	12/31/89	604,500.84	15,868.15	17,412.63	33,280.78
37	3/31/90	587,088.21	15,411.07	17,869.71	33,280.78
38	6/30/90	569,218.50	14,941.99	18,338.79	33,280.78
39	9/30/90	550,879.71	14,460.59	18,820.19	33,280.78
40	12/31/90	532,059.52	13,966.56	19,314.22	33,280.78

<u>Payment Number</u>	<u>Date</u>	<u>Principal Balance (Before Payment)</u>	<u>Interest Payment</u>	<u>Principal Recovery</u>	<u>Total Payment</u>
41	3/31/91	\$512,745.30	\$13,459.56	\$19,821.22	\$33,280.78
42	6/30/91	492,924.08	12,939.26	20,341.52	33,280.78
43	9/30/91	472,582.56	12,405.29	20,875.49	33,280.78
44	12/31/91	451,707.07	11,857.31	21,423.47	33,280.78
45	3/31/92	430,283.60	11,294.94	21,985.84	33,280.78
46	6/30/92	408,297.76	10,717.82	22,562.96	33,280.78
47	9/30/92	385,734.80	10,125.54	23,155.24	33,280.78
48	12/31/92	362,579.56	9,517.71	23,763.07	33,280.78
49	3/31/93	338,816.49	8,893.93	24,386.85	33,280.78
50	6/30/93	314,429.64	8,253.78	25,027.00	33,280.78
51	9/30/93	289,402.64	7,596.82	25,683.96	33,280.78
52	12/31/93	263,718.68	6,922.62	26,358.16	33,280.78
53	3/31/94	237,369.52	6,230.71	27,050.07	33,280.78
54	6/30/94	210,310.45	5,520.65	27,760.13	33,280.78
55	9/30/94	182,550.32	4,791.95	28,448.83	33,280.78
56	12/31/94	154,061.49	4,044.11	29,236.67	33,280.78
57	3/31/95	124,824.82	3,276.65	30,004.13	33,280.78
58	6/30/95	94,820.69	2,489.04	30,791.74	33,280.78
59	9/30/95	64,028.95	1,680.76	31,600.02	33,280.78
60	12/31/95	32,428.93	851.26	32,428.93	33,280.19

Annex B
to
Conditional Sale Agreement

<u>Type</u>	<u>Builder's Specifi- cations</u>	<u>Builder's Plant</u>	<u>Quantity</u>	<u>Old Lessee's Road Numbers (Both Inclusive)</u>	<u>Original Unit Base Price</u>	<u>Original Total Base Price</u>	<u>Original Estimated Time and Place of Delivery</u>
50'-6" 70-ton Box Cars, Type XM	Steel, single sheath, outside stake box car, with rigid under- frame	Pickens, So. Carolina	49	NSL-102331-380 (excluding NSL102355)	\$35,500	\$1,775,000	Prior to March 31, 1978 at Pickens, South Carolina
				New Lessee's Road Numbers (Both Inclusive)			
				ICG-501025-073			